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**HAWKE'S BAY  
DISTRICT HEALTH BOARD**

**PHARMACY WORKERS**

**COLLECTIVE EMPLOYMENT AGREEMENT**

This Agreement comes into force on 1 January 2018 and shall expire on 31 December 2020

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## **PART 1: AGREEMENT FORMALITIES**

### **1.1 PARTIES**

The parties to this agreement will be:

- Hawke's Bay District Health Board (hereinafter referred to as the Employer); and
- The Association of Professional and Executive Employees (hereinafter referred to as the "union" or APEX).

#### **1.1.1 Application of Agreement**

This Agreement shall apply to all members of APEX who are employed by the Hawke's Bay District Health Board and its successors in the following positions:

- Registered Pharmacists, Intern Pharmacists, Pharmacy Technicians, Trainee Pharmacy Technician and Pharmacy Assistants and any employee employed as the aforementioned but who from time to time may use different titles.

### **1.2 VARIATION OF AGREEMENT**

The provisions contained in this Agreement shall apply to all employees except where an individual or group of employees agree with the Employer to alternate arrangements which are recorded in writing and signed by the parties to this Agreement.

### **1.3 COMPLETENESS/SAVINGS**

This Agreement supersedes all terms and conditions in previous agreements.

However, as significant changes have been made, it is acknowledged that certain terms and conditions may have inadvertently been omitted. This Agreement shall not operate so as to deprive employees of a benefit that was omitted in error. Nor shall it operate so as to provide an employee of a benefit that was inadvertently included.

### **1.4 TEMPORARY EMPLOYMENT AGREEMENTS**

Temporary Employment Agreements should only be used to cover specific situations of a temporary nature, e.g. to fill a position where the incumbent is on study or maternity leave or where there is a task of a finite duration.

Temporary Employment Agreements, while justified in some cases to cover situations of a finite nature, must not be used to deny staff security of employment in traditional career fields.

### **1.5 TERM OF AGREEMENT**

This Agreement comes into force on 1 January 2018 and expires on 31 December 2020.

## **PART 2: REMUNERATION & GRADINGS**

### **2.1 DEFINITIONS**

'Part time employee' means an employee, other than a casual employee, who works on a regular basis but less than the ordinary or normal hours prescribed in this Agreement. Part time means a worker who works less than 40 hours per week.

Where the Employer employs a worker on a part time basis it shall pay such worker pro rata the appropriate scale of salary.

'Substantially' means engaged in a particular job for more than 50 per cent of the duration of the week.

'Casual employee' means an employee who has no set hours or days of work and who is normally asked to work as and when required.

'Normal Hourly Rate' - the normal hourly rate shall be one two thousand and eighty sixth part, correct to three decimal places of a dollar, of the yearly rate of salary payable.

### **2.2 POSITION DEFINITIONS**

The following position definitions shall apply:

- (a) A 'Pharmacy Assistant' is a person who is not a Trainee Pharmacy Technician, a Pharmacy Technician, an Intern Pharmacist and not registered as a Pharmacist and who is undertaking pharmaceutical and allied duties in a hospital pharmacy.
- (b) A 'Trainee Pharmacy Technician' is a person enrolled in a training programme leading to a certificate as a pharmacy technician recognized by the Pharmaceutical Society of New Zealand (Inc).
- (c) A 'Pharmacy Technician' is a person who holds a certificate as a pharmacy technician recognised by the Pharmaceutical Society of New Zealand (Inc).
- (d) An 'Intern Pharmacist' is a person who is undergoing practical training in a pharmacy as required by the Health Practitioners Competence Assurance (HPCA) Act 2003, preparatory to registration as a Pharmacist with The Pharmacy Council of New Zealand.
- (e) A 'Pharmacist' is a pharmacist who is registered in terms of the Health Practitioners Competence Assurance (HPCA) Act 2003 with the Pharmacy Council of New Zealand.

## 2.3 SALARY SCALES

### 2.3.1 Pharmacists

PROTECTED SALARIES HIGHLIGHTED

HBDHB Position Title	Step	Increase from 5 December 2016 -2.00%	Progression	Step from 5 Nov 2018		5-Nov-18	7-Jan-19		7-Oct-19	6-Jan-20		5-Oct-20				
Team Leader	2	\$88,336	by PDR	15	Team Leader Grades 1 and 2	M	\$104,175	\$107,300	16	\$107,300	\$110,519	17	\$113,282			
						M	\$100,761	\$103,784	15	\$103,784	\$106,898	16	\$109,570			
						M	\$98,496	\$101,451	14	\$101,451	\$104,495	15	\$107,107			
						M	\$94,496	\$97,331	13	\$97,331	\$100,251	14	\$102,757			
						By PDR	\$90,497	\$93,212	12	\$93,212	\$96,008	13	\$98,408			
Team Leader	1	\$84,596	by appointment	10	Team Leader Grades 1 and 2	By Appt	\$86,185	\$88,771	11	\$88,771	\$91,434	12	\$93,720			
Section Head/Advanced Clinical Pharmacist/Senior Pharmacist	4	\$80,569	Merit	9	Section Head/Advanced Clinical Pharmacist/Senior Pharmacist	M	\$81,446	\$83,889	10	\$83,889	\$86,406	11	\$88,566			
	4	3	\$76,521	Merit												
	2	\$76,139	by PDR	8			\$78,014	\$80,354	9	\$80,354	\$82,765	10	\$84,834			
Pharmacist	1	\$72,928	by appointment	7	Section Head/Advanced Clinical Pharmacist/Senior Pharmacist	By Appt	\$75,683	\$77,953	8	\$77,953	\$80,292	9	\$82,299			
Pharmacist	4	\$72,844	Annual	6	Graduate to Experienced Pharmacists Scale	PDR						8	\$80,292			
						PDR										
						A	\$70,768	\$72,891	7 (APS)	\$75,078	\$77,330	7	\$77,330			
						A	\$67,872	\$69,908	6	\$72,891	\$75,078	6	\$75,078			
						A	\$63,472	\$65,376	5	\$69,908	\$72,005	5	\$72,005			
Pharmacist	2	\$65,980	Annual	4	Graduate to Experienced Pharmacists Scale	A	\$63,472	\$65,376	4	\$65,376	\$67,337	4	\$67,337			
						A	\$59,074	\$60,846	3	\$60,846	\$62,671	3	\$62,671			
						A	\$54,673	\$56,313	2	\$56,313	\$58,002	2	\$58,002			
Pharmacist	1	\$63,420	by appointment	3	Graduate to Experienced Pharmacists Scale	by appt										
Intern Pharmacist	1	\$44,403				\$47,039	\$48,450		\$49,904							

### 2.3.2 Technicians and Assistants

PROTECTED SALARIES HIGHLIGHTED

HBDHB Position Title	Step	Increase from 5 December 2016 -2.00%	Progression				5-Nov-18	7-Jan-19	6-Jan-20		
Advanced Senior Pharmacy Technician (Dispensary Coordinator)	2	\$65,960	by PDR	→	8	Advanced Senior Pharmacy Technician (Dispensary Coordinator)	By PDR	8	\$65,050	\$67,002	\$69,012
	1	\$63,420	by appointment	→	7		By Appt	7	\$61,924	\$63,782	\$65,695
Senior Pharmacy Technician	3	\$55,761	by PDR	→	6	Senior Pharmacy Technician	By PDR	6	\$59,076	\$60,848	\$62,673
	2	\$53,632	by appointment	→	5		By Appt	5	\$56,820	\$58,525	\$60,281
	4	\$50,422	by appointment	→							
Pharmacy Technician	6	\$52,028	merit	→							
	5	\$50,981	merit	→	5	Pharmacy Technician	M	5	\$56,820	\$58,525	\$60,281
	4	\$49,933	by PDR	→	4		A	4	\$52,901	\$54,488	\$56,123
	3	\$48,084	by PDR	→	3		A	3	\$50,942	\$52,470	\$54,044
	2	\$44,387	annual	→	2		A	2	\$47,026	\$48,437	\$49,890
1	\$41,425	annual	→	1	By Qual		1	\$43,887	\$45,204	\$46,560	
Trainee Technician	3	\$39,053	at completion of 4 module	→	3	Trainee Technician	A	3	\$43,887	\$45,204	\$46,560
	2	\$36,094	at completion of 2 module	→	2		A	2	\$40,754	\$41,977	\$43,236
	1	\$33,135		→	1		A	1	\$37,617	\$38,746	\$39,908
Pharmacy Assistants	5-4	\$41,033	by PDR	→	4	Pharmacy Assistants	A	4	\$47,039	\$48,450	\$49,904
	4-3	\$37,874	by PDR	→	3		A	3	\$43,473	\$44,777	\$46,120
	3-2	\$34,719	by PDR	→	2		A	2	\$40,125	\$41,329	\$42,569
	2-1	\$32,930	annual	→	1		A	1	\$37,617	\$38,746	\$39,908

**2.3.3 Translation onto the New Scale for General Salary Increases effective on 5 November 2018, 7 January 2019, and 6 January 2020**

- (a) Those employees who will translate to a lower salary on the new scale shall have their salary protected until the new salary rate catches up.
  - (i) Those employees will receive a 3% lump sum payment (pro rata for part time)
- (b) Those employees who translate to a higher amount, but the increase amount is less than 3%, will receive a lump sum payment (pro rata for part time), equal to the difference between current salary plus 3%, and the new salary

**2.3.4 Graduate to Experienced Pharmacist Scale Translation as at 7 October 2019**

- (a) On 7 October 2019, those employees who have spent 12 months or more on the current Pharmacist Scale Step 4 (new step 6) shall translate to the new scale Step 7 APS (\$75,078). This translation shall reset their anniversary for future salary progression purposes.
- (b) On 7 October 2019 those employees who have spent less than 12 months on the current Pharmacist Scale Step 4 (new step 6) shall translate to the new scale Step 7 APS (\$75,078) once they have completed 12 months' service on step 4 (new step 6) without the need to first complete the annual PDR Process.
- (c) Other employees may access the new scale Step 7 APS (\$75,078) in accordance with the annual PDR Process.

**2.3.5 Graduate to Experienced Pharmacist Scale Translation as at 5 October 2020**

- (a) On 5 October 2020, those employees who have spent 12 months on the new scale Step 7 APS shall translate to the new Step 8 (\$80,292). This translation shall reset their anniversary for future salary progression purposes.
- (b) On 5 October 2020, those employees who have spent less than 12 months on the new scale Step 7 APS shall translate to the new Step 8 once they have completed 12 months' service on step 7 without the need to complete the annual PDR process.
- (c) Post translation, other employees may access the new Steps 7 and 8 in accordance with the annual PDR Process.

**2.3.6 Team Leader, Section Head, Advanced Clinical Pharmacist and Senior Pharmacists Translation as at 5 October 2020**

- (a) On 5 October 2020, those employees on the new Step 9 (as at 5 Oct 2020) and above will be eligible for an increase as per the salary scale. This translation shall reset their anniversary for future salary progression purposes.
  - (i) For these employee's the steps will be renumbered as per the scale.

**2.4 PROGRESSION WITHIN SALARY SCALE AND DESCRIPTORS**

- (a) The following criteria shall apply to all pharmacy staff and will be taken into consideration when a salary is determined on an annual basis, along with the progression criteria aligned to each step. Pharmacy staff will not have any entitlement to penal payments.
  - (i) Satisfactory performance as determined by the Employer's Performance Development Review process; and / or
  - (ii) The employee's achievement in the job as measured against the goals of the job description and / or performance management goals agreed in writing.



- (iii) The degree of difficulty in recruiting / retaining staff.
- (b) Where an employee requests a review of their salary determination, then the Employer's remuneration review process will be used.
- (c) Employees appointed to step one will be reviewed after 6 months in the position and at the usual incremental date of 12 months after appointment into the position.
- (d) The following criteria are to be regarded as guidelines only and serve to recognise an employee's contribution and expertise as well as parity between employees performing an equivalent role and making a similar contribution.

The descriptors for each position determine the entry point onto the relevant salary scales.

### Team Leader – Descriptors and Progression Criteria:

Team Leader	<b>Step 15</b> <ul style="list-style-type: none"> <li>• Becomes step 16 from 7 Oct 2019</li> <li>• Becomes Step 17 from 5 Oct 2020</li> </ul>	Merit	<ul style="list-style-type: none"> <li>• A merit step, gained by the achievement of agreed objectives at a more advanced and consistent level than at step 14.</li> <li>• Where there is a significant change in job content with the addition of a specific defined additional duty or responsibility. For example, (To be defined)</li> </ul>
	<b>Step 14</b> <ul style="list-style-type: none"> <li>• Becomes step 15 from 7 Oct 2019</li> <li>• Becomes Step 16 from 5 Oct 2020</li> </ul>	Merit	<ul style="list-style-type: none"> <li>• A merit step, gained by the achievement of agreed objectives at a more advanced and consistent level than at step 13.</li> <li>• Where there is a significant change in job content with the addition of a specific defined additional duty or responsibility. For example, (To be defined)</li> </ul>
	<b>Step 13</b> <ul style="list-style-type: none"> <li>• Becomes step 14 from 7 Oct 2019</li> <li>• Becomes Step 15 from 5 Oct 2020</li> </ul>	Merit	<ul style="list-style-type: none"> <li>• A merit step, gained by the achievement of agreed objectives at a more advanced and consistent level than at step 12.</li> <li>• Where there is a significant change in job content with the addition of a specific defined additional duty or responsibility. For example, (To be defined)</li> <li>• This step and above only accessible to Team Leader Grade 2</li> </ul>
	<b>Step 12</b> <ul style="list-style-type: none"> <li>• Becomes step 13 from 7 Oct 2019</li> <li>• Becomes Step 14 from 5 Oct 2020</li> </ul>	Merit	<ul style="list-style-type: none"> <li>• A merit step, gained by the achievement of agreed objectives at a more advanced and consistent level than at step 11.</li> <li>• Where there is a significant change in job content with the addition of a specific defined additional duty or responsibility. For example, (To be defined)</li> </ul>
	<b>Step 11</b> <ul style="list-style-type: none"> <li>• Becomes step 12 from 7 Oct 2019</li> <li>• Becomes Step 13 from 5 Oct 2020</li> </ul>	By PDR	<ul style="list-style-type: none"> <li>• Consistently demonstrates outputs / performance that exceed that normally expected, e.g. the result of a one off project or of a significant sustained performance that has significant impact on the effectiveness of the service.</li> <li>• Meets annual agreed performance objectives.</li> <li>• Leads clinical practice through alignment to best practice.</li> <li>• Takes on additional tasks and responsibilities.</li> </ul>
	<b>Step 10</b>	By	<ul style="list-style-type: none"> <li>• Entry dependent upon appointment to this grade.</li> </ul>

	<ul style="list-style-type: none"> <li>Becomes step 11 from 7 Oct 2019</li> <li>Becomes Step 12 from 5 Oct 2020</li> </ul>	Appt	<ul style="list-style-type: none"> <li>Completes / fulfils the criteria of a Pharmacist.</li> <li>Has significant technical and/or clinical expertise.</li> <li>Manages/supervises a team of people within Pharmacy.</li> <li>Undertakes performance and development reviews (PDRs) with direct reports.</li> <li>Undertakes autonomous decision-making and judgement in the operation of their team.</li> </ul>
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Team Leader Grade 1 (Steps 10 – 12)

- Provides day to day leadership, operational management and planning for the team in order to deliver a sustainable high quality service that contributes to the achievement of organisational goals. Team size 1 – 4 staff.

Team Leader Grade 2 (Steps 10 – 15)

- Provides day to day leadership, operational management and planning for the team in order to deliver a sustainable high quality service that contributes to the achievement of organisational goals. Team size: 5 or more staff.

**Section Head / Advanced Clinical Pharmacist / Pharmacist and Intern Pharmacists –  
Descriptors and Progression Criteria:**

Section Head / Advanced Clinical Pharmacist / Senior Pharmacist	<b>Step 10</b> <ul style="list-style-type: none"> <li>Becomes step 11 from 7 Oct 2019</li> <li>Becomes Step 12 from 5 Oct 2020</li> </ul>	Merit	<ul style="list-style-type: none"> <li>A merit step, gained by the achievement of agreed objectives at a more advanced and consistent level than at step 9.</li> <li>Where there is a significant change in job content with the addition of a specific defined additional duty or responsibility. For example, <b>(To be defined)</b></li> </ul>
	<b>Step 9</b> <ul style="list-style-type: none"> <li>Becomes step 10 from 7 Oct 2019</li> <li>Becomes Step 11 from 5 Oct 2020</li> </ul>	Merit	<ul style="list-style-type: none"> <li>A merit step, gained by the achievement of agreed objectives at a more advanced and consistent level than at step 8.</li> <li>Where there is a significant change in job content with the addition of a specific defined additional duty or responsibility. For example, <b>(To be defined)</b></li> </ul>
	<b>Step 8</b> <ul style="list-style-type: none"> <li>Becomes step 9 from 7 Oct 2019</li> <li>Becomes Step 10 from 5 Oct 2020</li> </ul>	By PDR	<ul style="list-style-type: none"> <li>Consistently demonstrates exceptional performance.</li> <li>Demonstrates initiative, is self-directed and proactive.</li> <li>Meets annual agreed performance objectives.</li> <li>Contributes to the review and development of policies and procedures.</li> <li>Takes on additional tasks and responsibilities.</li> <li>Undertakes specific short projects.</li> <li>Leads clinical practice through alignment to best practice.</li> <li>Makes a significant contribution to the strategic direction of the Service.</li> </ul>
	<b>Step 7</b> <ul style="list-style-type: none"> <li>Becomes step 8 from 7 Oct 2019</li> <li>Becomes Step 9 from 5 Oct 2020</li> </ul>	By Appt	<p><b>Section Head:</b></p> <ul style="list-style-type: none"> <li>Entry dependent upon appointment to this grade.</li> <li>Completes / fulfils the criteria of a Senior Pharmacist.</li> <li>Has significant technical and/or clinical expertise.</li> <li>Has responsibility for a defined section or service area within Pharmacy.</li> </ul> <p><b>Advanced Senior Pharmacist:</b></p> <ul style="list-style-type: none"> <li>Entry dependent upon appointment to this grade.</li> <li>Completes/fulfils the criteria for a Senior Pharmacist</li> <li>Has undertaken practice in a range of areas for at least five years in order to achieve a foundation and significant expertise in clinical practice.</li> <li>Provides an extended clinical pharmacy service of an advanced nature (uses advanced knowledge, skills and experience) to a defined, specialised clinical area or service. This <u>may</u> be evidenced by (but not limited to) the following activities <u>in the area of responsibility</u>: <ul style="list-style-type: none"> <li>Works collaboratively with other health care professionals.</li> <li>Participation in ward rounds and multidisciplinary team meetings.</li> <li>Contribution to the training and education of staff.</li> <li>Imparting education to patient groups, if applicable.</li> </ul> </li> <li>Contribution to the development and review of unit policies and guidelines.</li> <li>Involvement in selection of new medicines and reviewing the availability of existing medicines on imprest. <ul style="list-style-type: none"> <li>Involvement in the development and implementation of decision support tools for medicine management and their evaluation.</li> </ul> </li> </ul>

			<ul style="list-style-type: none"> <li>- Monitoring compliance against standards, guidelines or best practice by the use of drug usage reviews (DURs or audits of drug usage) and audits.</li> <li>- Playing an active role in risk management processes; e.g. pharmacist interventions, adverse event monitoring and reporting.</li> <li>- Making a significant impact on medicines management, for example, is proactive, resolves own problems, and comes up with solutions.</li> </ul> <ul style="list-style-type: none"> <li>• Is a recognised member of the specified team in the area of responsibility (or is working towards integration into that team); this is acknowledged by peers and staff working in the clinical area.</li> <li>• Undertakes annual continuing education in the area of their advanced clinical practice.</li> <li>• Undertakes specific projects within their area of responsibility (which may include DURs, audits, development and implementation of 'smart' pumps).</li> <li>• Provides support and involvement in clinical trials conducted within their area of responsibility.</li> <li>• Is an accredited Pharmacist Prescriber.</li> </ul> <p><b>Senior Pharmacist:</b></p> <ul style="list-style-type: none"> <li>• Entry dependent upon appointment to a specific speciality position.</li> <li>• Holds a postgraduate Diploma in Clinical Pharmacy, or equivalent.</li> <li>• Completes / fulfils the criteria of a Pharmacist.</li> <li>• Has significant clinical expertise.</li> <li>• Recognised as providing specialist pharmaceutical care to a patient group or technical practice.</li> <li>• Demonstrates wider and more in-depth clinical knowledge than at Pharmacist level. Provides a proactive, patient-focused pharmaceutical care service to defined clinical area(s)/group of patients (e.g. surgical patients). Provides detailed knowledge, advice and support; identifies and resolves complex medication related problems to optimise medicines use in hospital and on discharge.</li> <li>• Participates in ward rounds and multidisciplinary Team (MDT) meetings. Integrated into the team within area of responsibility. Makes recommendations to patient and other healthcare professionals for improvement to pharmaceutical care. Answers complex clinical questions from prescribers.</li> <li>• Uses knowledge to challenge clinical practice of other healthcare professionals e.g. registrars.</li> <li>• Makes a significant contribution to the education and training of pharmacy staff (e.g. Intern Pharmacist).</li> <li>• Acts as preceptor/mentor. Engages in peer review with colleagues. Supports the Team Leader Clinical e.g. undertakes accompanied ward visits with junior staff (peer review).</li> <li>• Involved in management of one or more staff or one or more areas of the pharmacy service.</li> </ul> <p>Proactively contributes to Service developments. Identifies opportunities for innovation &amp; improvement. Understands principles of change management.</p>
Pharmacist	Step 8 (from 5 Oct 2020)	By PDR	<ul style="list-style-type: none"> <li>• Meets annual agreed performance objectives.</li> <li>• Consistently demonstrates exceptional performance.</li> </ul>

			<ul style="list-style-type: none"> <li>• Demonstrates initiative, is self-directed and proactive.</li> <li>• Contributes to the review and development of policies and procedures.</li> <li>• Takes on additional tasks and responsibilities.</li> <li>• Undertakes specific short projects.</li> </ul>
	Step 7APS (from 7 Oct 2019)	By PDR	<ul style="list-style-type: none"> <li>• Meets annual agreed performance objectives.</li> <li>• Consistently demonstrates exceptional performance.</li> <li>• Demonstrates initiative, is self-directed and proactive.</li> <li>• Contributes to the review and development of policies and procedures.</li> <li>• Takes on additional tasks and responsibilities.</li> <li>• Undertakes specific short projects.</li> </ul>
	Step 6	Auto	<ul style="list-style-type: none"> <li>• Progression to this step automatic after 12 months service at previous step: <ul style="list-style-type: none"> <li>○ Consistently demonstrates exceptional performance.</li> <li>○ Demonstrates initiative, is self-directed and proactive.</li> <li>○ Meets annual agreed performance objectives.</li> <li>○ Contributes to the review and development of policies and procedures.</li> <li>○ Takes on additional tasks and responsibilities.</li> <li>○ Undertakes specific short projects.</li> </ul> </li> </ul>
	Step 5	Auto	<ul style="list-style-type: none"> <li>• Progression to this step automatic after 12 months service at previous step: <ul style="list-style-type: none"> <li>○ Consistently demonstrates exceptional performance.</li> <li>○ Demonstrates initiative, is self-directed and proactive.</li> <li>○ Meets annual agreed performance objectives.</li> <li>○ Contributes to the review and development of policies and procedures.</li> <li>○ Takes on additional tasks and responsibilities.</li> </ul> </li> <li>• Undertakes specific short projects.</li> </ul>
	Step 4	Auto	<ul style="list-style-type: none"> <li>• Progression to this step automatic after 12 months service at previous step: <ul style="list-style-type: none"> <li>○ Demonstrates higher-level performance.</li> <li>○ Demonstrates initiative, is self-directed and proactive.</li> <li>○ Meets annual agreed performance objectives.</li> <li>○ Contributes to the review and development of policies and procedures.</li> <li>○ Takes on additional tasks and responsibilities.</li> </ul> </li> </ul>
	Step 3	Auto	<ul style="list-style-type: none"> <li>• Progression to this step automatic after 12 months service at previous step.</li> </ul>
	Step 2	By Appt	<ul style="list-style-type: none"> <li>• A Pharmacist newly registered with the Pharmacy Council, and/or requiring further hospital training.</li> <li>• Entry dependent upon appointment.</li> </ul>
Intern Pharmacist	<ul style="list-style-type: none"> <li>• A temporary supervised training position of up to 52 weeks whilst undertaking Pharmacy Council approved training pending registration as a Pharmacist with the Pharmacy Council of NZ.</li> <li>• On gaining registration the holder will be eligible to apply for a vacancy as a Pharmacist.</li> </ul>		

## Pharmacy Technical Staff – Descriptors and Progression Criteria:

Advanced Senior Pharmacy Technician (Dispensary Coordinator)	Step 8	By PDR	<ul style="list-style-type: none"> <li>Consistently demonstrates outputs / performance that exceed that normally expected, e.g. the result of a one off project or of a significant sustained performance that has significant impact on the effectiveness of the service.</li> <li>Meets annual agreed performance objectives.</li> <li>Leads operational practice through alignment to best practice.</li> <li>Takes on additional tasks and responsibilities.</li> </ul>
	Step 7	By Appt	<ul style="list-style-type: none"> <li>Entry dependent upon appointment to this grade.</li> <li>Completes / fulfils the criteria of a Senior Pharmacy Technician.</li> <li>Has significant management responsibilities.</li> <li>Manages / supervises a significant team of people within Pharmacy.</li> <li>Undertakes performance and development reviews (PDRs) with direct reports.</li> <li>Undertakes autonomous decision-making and judgement in the management of the operational pharmacy service.</li> </ul>
Senior Pharmacy Technician	Step 6	By PDR	<ul style="list-style-type: none"> <li>Consistently demonstrates exceptional performance.</li> <li>Meets annual agreed performance objectives.</li> <li>Takes a leadership role in the development of policies and procedures.</li> <li>Takes on additional tasks and responsibilities.</li> <li>Makes a significant contribution to the strategic direction of the Service.</li> </ul>
	Step 5	By Appt	<ul style="list-style-type: none"> <li>Entry dependent upon appointment to this grade.</li> <li>Completes / fulfils the criteria of a Pharmacy Technician.</li> <li>Has previous broad experience as a Pharmacy Technician.</li> <li>Has significant technical expertise in a specific area or undertakes extra responsibilities, e.g. <ul style="list-style-type: none"> <li>Undertakes training / supervision of other pharmacy staff.</li> <li>Undertakes ordering/receipting responsibilities.</li> <li>Contributes to the Pharmacy Management team.</li> <li>Participates in the recruitment and selection of staff.</li> <li>Undertakes project management activities.</li> </ul> </li> <li>This is not an exhaustive list.</li> </ul>
Pharmacy Technician	Step 5	Merit	<ul style="list-style-type: none"> <li>A merit step, gained by the achievement of agreed objectives at an advanced level, but not with the breadth of responsibility of a Senior Pharmacy Technician.</li> <li>Where there is a significant change in job content with the addition of a specific defined additional duty or responsibility. For example, <ul style="list-style-type: none"> <li>Medicine reconciliation</li> <li>Pharmacy Accuracy Checking Technician (PACT)</li> <li>a formally recognised specialist field such as computer support, Pyxis MedStations</li> <li>overseeing the monitoring and support of Health Services pharmaceutical fridges.</li> </ul> </li> <li>This is not an exhaustive list.</li> </ul>
	Step 4	Auto	<ul style="list-style-type: none"> <li>Progression to this step automatic after 12 months service at previous step.</li> </ul>
	Step 3	Auto	<ul style="list-style-type: none"> <li>Progression to this step automatic after 12 months service at previous step.</li> </ul>
	Step 2	Auto	<ul style="list-style-type: none"> <li>Progression to this step automatic after 12 months service</li> </ul>

			at previous step.
	Step 1	By Qual	<ul style="list-style-type: none"> <li>Newly qualified Pharmacy Technician by Appointment</li> </ul>
	<p>Person holding a recognised Pharmacy Technician qualification (e.g. National Certificate in Pharmacy [Technician]).          Undertakes duties as required and works towards competence in all areas (rotational) (for example, inpatient dispensing, outpatient dispensing, repacking, returns, maintenance of ward imprest supplies, monitoring of pharmaceutical fridges, cashing-up; this is not an exhaustive list), or specialises in one particular area (e.g. Aseptic Services).</p>		
Trainee Pharmacy Technician	Step 3	Auto	<ul style="list-style-type: none"> <li>Progression to this step automatic after 12 months service at previous step, however the job holder is strongly encouraged to complete the applicable 2 modules..</li> </ul>
	Step 2	Auto	<ul style="list-style-type: none"> <li>Progression to this step automatic after 12 months service at previous step, however the job holder is strongly encouraged to complete the applicable 2 modules.</li> </ul>
	Step 1	Auto	<ul style="list-style-type: none"> <li>Person undertaking a recognised course of study leading to a Pharmacy Technician qualification.</li> <li>A temporary supervised training position of up to three (3) years.</li> <li>On successful completion of the qualification the holder will be eligible to apply for a vacancy as a Pharmacy Technician.</li> </ul>
Pharmacy Assistant	Step 4	Auto	<ul style="list-style-type: none"> <li>Progression to this step automatic after 12 months service at previous step.</li> </ul>
	Step 3	Auto	<ul style="list-style-type: none"> <li>Progression to this step automatic after 12 months service at previous step.</li> </ul>
	Step 2	Auto	<ul style="list-style-type: none"> <li>Progression to this step automatic after 12 months service at previous step.</li> </ul>
	Step 1	Auto	<ul style="list-style-type: none"> <li>Minimum entry level. Unqualified staff. Person with no or little relevant employment experience.</li> </ul>

## **PART 3: HOURS OF WORK AND RELATED PROVISIONS**

### **3.1 STATEMENT OF INTENT**

Both Hawke's Bay District Health Board and its employees are committed to the development of quality health services. This requires that work patterns are established in a flexible and efficient manner to manage the demand for services. We are both committed to managing workloads and work time which maximises efficiency, achieves goals and which results in realistic workload expectations.

### **3.2 MONDAY TO FRIDAY WORKERS**

The ordinary weekly hours of work for employees employed on a full time basis shall be 40 hours per week between the hours of 0700 to 1900 Monday to Friday. This would normally consist of five eight-hour duties, but where the parties agree, this may be four ten-hour duties.

Except by mutual agreement salaries, including overtime, shall be paid at not longer than fortnightly intervals and during working hours. Salaries shall be paid on the regular pay day which shall be not later than Thursday, provided that where a statutory or award holiday is observed on Friday of the week in which salaries are paid, then payment shall be made not later than Wednesday in that week. By agreement between the employee and the Employer, salaries may be paid by direct credit to a bank account nominated by the employee.

### **3.3 ROSTERED SHIFT WORKERS IN PHARMACY**

#### **(a) Four Weekly Roster Cycle - Pharmacists Shift Roster**

The ordinary working hours for the whole time employees shall be 160 hours over a four weekly cycle period. Payment for these hours shall remain at a standard 80 hours per fortnight.

- (b) The working fortnight shall always start and end at midnight Sunday/Monday. When a major part of a shift falls on a particular day, the whole shift shall be regarded as being worked on that day.
- (c) Rosters will be notified to those involved not less than 14 days prior to the commencement of the roster, provided that less notice may be given in exceptional circumstances.
- (d) This roster shall consist of eight-hour duties, and except in an emergency shall not work on more than seven consecutive days.
- (e) In accordance with the roster a 72, 80 or 88 hour fortnight may be worked, but with a total of 160 hours being worked over a four-week period. A day duty shall consist of one continuous shift or eight hours and shall be worked between 0700 and 1900.
- (f) For employees working ordinary hours of work on a Saturday or Sunday Clause 3.11 will apply.
- (g) Overtime will not apply on the fortnight in the roster cycle when the employee is rostered on to work 88 hours. Overtime will only be payable when time worked is in excess of 8 hours per day or when 160 hours over the four weekly cycle has been exceeded.



- (h) Wherever possible, employees changing on consecutive days from one period of duty to another in a duty roster shall be rostered a minimum off duty break of nine consecutive hours, except that this need not be in addition to any off duty period of 24 hours or more as referred to in (i) below.
- (i) Employees shall have at least eight periods of 24 hours off duty in each four weekly cycle. Split days of two single days off may occur, but no more than once every five weeks.
- (j) At the request of the employee and with the consent of the management, the employee may reduce the break to not less than eight hours.
- (k) Where a break of less than nine hours occurs, the provisions in clause 3.9 shall apply except when (j) above applies.
- (l) Notwithstanding the foregoing conditions, an employee may be permitted to change shifts one with another by mutual arrangement and with the prior approval of the manager provided such change does not involve the payment of additional overtime or other penalties. This approval will not be unreasonably withheld.
- (m) Where the Employer requires the employee to attend classes of instruction or examinations as part of their education, the time so occupied shall be deemed to form part of their hours of work.

### **3.4 RESERVED**

### **3.5 VARIATION TO HOURS OF WORK REQUIREMENTS**

#### **3.5.1 Emergencies**

The employer may require variations to hours of work requirements to meet the needs of emergencies.

#### **3.5.2 Occasional Variations**

Occasional variations to the times of day and/or days of week to meet service requirements shall be by agreement between the employer and the directly affected employee(s).

#### **3.5.3 Long term / permanent changes to hours of work requirements**

Except as provided for above, where the employer requires an employee to change their hours of work requirements to meet service needs, then a minimum of twelve (12) weeks prior notice of the change shall be given for the purpose of reaching written agreement between the employee and the employer. Such agreement shall not be unreasonably withheld. A shorter period of notice than twelve (12) weeks may be applied by agreement. Should mutual agreement not be reached the employer reserves the right to use the management of change provisions to effect the change. APEX shall also be advised of the notice of the change at the same time as the employee. The parties note that this provision is not in lieu of the management of change provisions.

### 3.6 MEAL PERIODS AND REST BREAKS

- (a) Except when required for urgent or emergency work and except as provided in (b) below, no employee shall be required to work for more than five hours continuously without being allowed a meal break of not less than half an hour.
- (b) An employee unable to be relieved from work for a meal break shall be allowed to have a meal on duty and this period shall be regarded as working time.
- (c) Except where provided for in (b) above, an employee unable to take a meal after five hours' duty shall be paid at time-half rate in addition to normal salary from the expiry of five hours until the time when a meal can be taken, or in equivalent time off at a later date to be mutually agreed between Employer and employee (time in lieu).
- (d) Rest breaks of ten minutes each for morning tea, afternoon tea or supper, where these occur during duty, shall be allowed as time worked.
- (e) During the meal break or rest breaks prescribed above, free tea, coffee, milk and sugar shall be supplied by the Employer.

### 3.7 OVERTIME

Overtime is time worked in excess of eight hours a day, Monday to Friday inclusive, and all time, (other than ordinary hours of work which attract the shift allowance payment), worked on a Saturday, Sunday or public holiday when such work has been properly authorised.

If an employee is eligible to receive overtime payments, an alternative to payment is equivalent time off (time-in-lieu). This will be by mutual agreement.

#### 3.7.1 Time in Lieu

- (a) Time off in lieu of overtime payment may occur but only by agreement between the employee and their manager.
- (b) Such time off in lieu must be taken within a three-month period or the option of time off in lieu will lapse.
- (c) The employee and their manager have a joint responsibility to manage the time off in lieu of overtime.
- (d) Time off in lieu will not be forfeited in the situation where it is agreed that the workload does not allow the time off in lieu to be taken.

#### 3.7.2 Authorised Overtime shall be paid at the following rates:

- (a) For a day that is not a public holiday, one and a half times the normal hourly rate of pay (T1.5).
- (b) For a public holiday, double the normal hourly rate of pay (T2).
- (c) Any worker called upon to work overtime for more than an hour after the usual time of ceasing work on any day of the week shall be paid a meal allowance at the rate of \$11.25 (\$11.34 with effect from 1 September 2014) or, at the discretion of the Employer, be provided with a suitable meal in lieu of the aforementioned payment.

### **3.8 CALL BACKS**

**3.8.1** Employees will be paid for a minimum of three hours, or actual working and travelling time, whichever is the greater if they:

- (a) Are called back to work after completing their day's work, and having left their place of work.
- (b) Are called back before the normal time of starting work, and do not continue until the normal start time.

**Note**

- (i) Call backs starting and finishing within the minimum period covered by an earlier call back shall not be paid for.
- (ii) Call back commencing before and continuing beyond the end of a minimum period for a previous call back will be treated as if the employee had worked continuously from the beginning of the previous call back to the end of the later call back.

**3.8.2** Call backs resolved by phone shall be paid at a flat rate of \$10.08 for each telephone call. Payment will only be payable where the on call pharmacist is legitimately required to resolve a clinical / patient specific enquiry by phone using resources from home (which may include logging into HBDHB IT systems or funded databases) which would otherwise have required the on call pharmacist to return to their place of work to resolve.

### **3.9 MINIMUM BREAK BETWEEN SPELLS OF DUTY**

- (a) A break of at least nine (9) continuous hours must be provided wherever possible between any two qualifying periods of work. Qualifying periods of work for the purposes of this clause are:
  - (i) A duty, including any overtime worked either as an extension or as a separate duty; or
  - (ii) Call-back where eight (8) hours or more are worked continuously.
- (b) If a call-back of less than a continuous eight (8) hour period is worked between two other qualifying periods of work, a break of nine (9) continuous hours must be provided either before or after the call-back. If such a break has been provided before the call-back it does not have to be provided afterwards as well.
- (c) Except, for those employees who are called back between 2300 and 0500 hours, the break must be provided afterwards, unless otherwise agreed between the employer and the employee.
- (d) If a break of at least nine (9) continuous hours cannot be provided between qualifying periods of work, the period of work is to be regarded as continuous until a break of at least nine (9) continuous hours is taken and it shall be paid at the overtime rate.
- (e) Time spent off duty during ordinary hours of work solely to obtain a nine (9) hour break shall be paid at the normal hourly rate of pay. Any absence after the ninth continuous hour of such a break, if it occurs during ordinary hours of work, shall be treated as a normal absence from duty.

### **3.10 ON CALL ALLOWANCE**

Where an employee is instructed to be on call during normal off duty hours, an on call allowance shall apply:

Standard Rates:

- From 5 November 2018 \$8.00 per hour

Public Holiday Rates:

- From 5 November 2018 \$10.00 per hour

With the on call allowance being paid for the hours

- 5pm to 7.30am Monday to Friday, and
- 5pm Friday - 7.30am Monday (Excluding the period when at work and receiving applicable overtime).

Notwithstanding the above, where an employee is instructed by the Pharmacy Manager to be regularly 'on call' purposes, half of the cost of the annual private telephone rental shall be reimbursed. Provided that for the purpose of this Clause 'regularly' shall mean a total period in excess of ten weeks of 'on-call' duty in any one-year. Where the number of employees sharing an 'on-call' roster is in excess of five, the total amount of telephone rental which would be reimbursed under the sub-clause to only five employees shall be divided proportionately amongst the employees sharing the roster, provided that in no instance shall the amount of rental reimbursed to an employee in any 12 month period exceed half the cost of annual private rental.

This provision will not apply where cell-phones are provided by the organisation.

### 3.11 SHIFT ALLOWANCE AND PENAL RATES

The following provisions apply to employees working ordinary hours of work (that is, excludes overtime) during specified hours in addition to their normal salary.

- (a) For work performed on a Saturday or Sunday, a 50% loading, based on the employee's hourly rate, will apply.
- (b) For work performed on a public holiday, a 100% loading, based on the employee's hourly rate, will apply.
- (c) For work performed between the hours of 9 pm and 6 am, a 25% loading, based on the employee's hourly rate, will apply.

**Note** For hours worked on weekends and public holidays where the 50% or 100% loading is paid - the 25% night rate loading will not apply, i.e. they are not cumulative.

## **PART 4: LEAVE AND HOLIDAYS**

### **4.1 HEALTH AND WELLNESS**

#### **4.1.1. Statement of Intent**

Hawke's Bay District Health Board wishes to provide a healthy family-friendly workplace and develop a relationship with staff that is holistic. This is a dynamic and developing relationship that will be the subject of ongoing discussion during this agreement.

Time off for rest, sport, recreation, family/whanau, involvement in community/iwi groups, etc is vital for minimising stress, which enhances work performance. Taking annual leave is important and managers need to ensure that employees are able to, and encouraged to take leave owing, and to ensure that the workloads are creatively and effectively managed while employees are on leave.

### **4.2 ANNUAL LEAVE**

#### **4.2.1. The following provision shall apply for annual leave:**

- (a) Employees, other than casuals, shall be entitled to 4 weeks annual leave, taken and paid in accordance with the Holidays Act 2003 and subject to the other provisions of this clause, except that on completion of five years recognised service the employee shall then be entitled to 5 weeks annual leave per annum.
- (b) Casual employees shall be paid 8% of gross taxable earnings in lieu of annual leave to be added to the salary paid for each engagement.
- (c) Conditions
  - (i) The term 'leave year' means the year ending with the anniversary date of the employee's appointment.
  - (ii) For the purpose of this clause, the service of an employee shall be deemed to comprise all periods of employment with this Employer and its predecessors.
  - (iii) The Employer may permit an employee to take annual leave in one or more periods.
  - (iv) The Employer may permit all or part of the annual leave accruing in respect of a leave year to be postponed to the next following year, but the annual leave entitlement at any one time shall not exceed the total of annual leave accruing in respect of two leave years.
  - (v) Provided that, where an employee is on continuous leave without pay due to illness or accident the employee will be permitted to take or accumulate leave for up to two years. After this, an employee will not qualify for any further period of leave until duty is resumed.
  - (vi) When an employee ceases duty, salary shall be paid for accrued leave (including any TOIL) on the last day of service.
  - (vii) The provisions of the Parental Leave and Employment Protection Act 1987 shall apply in relation to annual leave when an employee takes a period of parental leave or returns to work from parental leave in accordance with Clause 4.5 of this Agreement

- (viii) Except where the Employer approves, where an employee is absent on special leave, whether with or without pay (i.e. including leave for study awards but excluding sick, accident or military leave) for an intermittent or continuous period of more than 35 days (including Saturdays and Sundays) during a leave year, annual leave shall be reduced in accordance with the scale below.

**Note** A 'study award' for the purpose of this sub-clause shall be deemed to be a full-time course of study at a tertiary educational institute, during which the employee is able to take advantage of the mid-term holidays available to other full-time students of that institute. It shall not include leave to attend organised classes, lectures, block courses or examinations required for the attainment of essential basic qualifications.

Days of Absence (Including Saturdays & Sundays)	Annual Leave Entitlement to be Reduced by the Number of Working Days shown Below			
	Annual Leave Entitlement			
	Three Weeks	Four Weeks	Five Weeks	Six Weeks
0 – 35	-	-	-	-
36 –71	1.5	2	2.5	3
72 – 107	3	4	5	6
108-143	4.5	6	7.5	9
144-179	6	8	10	12
180-215	7.5	10	12.5	15
216-251	9	12	15	18
252-287	10.5	14	17.5	21
288-323	12	16	20	24
324-359	13.5	18	22.5	27
360-365	15	20	25	30

(d) Extra Leave for Shift Workers on Rotating Rostered Shifts.

'Rotating Rostered Shifts' - This refers to employees who are available as required to work through the roster as it applies to the department or work area.

Employees who qualify as shift workers under this definition may be granted up to one week (five working days) additional leave on completion of 12 months employment on shift work in accordance with the following:

- (i) If the shift work performed:
- (1) Is rostered and rotating;
  - (2) Extends over at least 15 continuous hours each day; and
  - (3) Not less than 40% of the hours worked in the period covered by the roster cycle is outside the hours of 7.00 am to 7.00 pm; the following additional leave is granted:

Number of qualifying shifts per annum	Number of days additional leave p.a.
121 or more	5
96 - 120	4
71 - 95	3
46 - 70	2
21 - 45	1

- (ii) Every part-time employee will be entitled to annual leave as prescribed. Salary during leave will be paid for the employee's usual working week.

### 4.3 PUBLIC HOLIDAYS

#### 4.3.1. For all employees, the following conditions shall apply for the Public holidays:

- (a) The following days shall be observed as public holidays:

New Year's Day  
2 January  
Waitangi Day  
Good Friday  
Easter Monday  
ANZAC Day  
Sovereign's Birthday  
Labour Day  
Christmas Day  
Boxing Day  
Anniversary Day (as observed in the locality concerned)

1. The following shall apply to the observance of Waitangi Day, Anzac Day, Christmas Day, Boxing Day, New Year's Day or 2 January, where such a day falls on either a Saturday or a Sunday:

- (a) Where an employee is required to work that Saturday or Sunday the holiday shall, for that employee, be observed on that Saturday or Sunday and transfer of the observance will not occur. For the purposes of this clause an employee is deemed to have been required to work if they were rostered on duty or on-call and actually called in to work. They are not deemed to have been required to work if they were on-call but not called back to work.
- (b) If an employee is rostered on duty (i.e. does not apply to on-call work) on that Saturday or Sunday but does not work, they will be paid relevant daily pay for the day, and transfer of the observance will not occur.

NOTE: When the public holiday for the employee is observed on the Saturday or Sunday, the weekday is treated as a normal working day for that employee, subject only to the possible payment of weekend rates in accordance with clause 12.5 below.

- (c) Where an employee is not required to work that Saturday or Sunday, observance of the holiday shall be transferred to the following Monday and/or Tuesday in accordance with the provisions of Sections 45 (1) (b) and (d) of the Holidays Act 2003. For the purposes of this clause an employee is deemed NOT to have been required to work if they were NOT rostered on duty, or on-call, or were on-call but not called back to work.
2. In order to maintain essential services, the employer may require an employee to work on a public holiday when the public holiday falls on a day which, but for it being a public holiday, would otherwise be a working day for the employee.
3. When an employee works on a public holiday which would otherwise be a working day for the employee, they will be paid at time one (T1) in addition to the ordinary hourly rate of pay for each hour worked (as per clause 3.7.2) and they shall be granted an alternative holiday. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.
4. Should Christmas Day, Boxing Day, New Year's Day or 2 January fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 4 for time worked on the public holiday and then



at weekend rates for the time worked on the corresponding weekday. Only one alternative holiday will be granted in respect of each public holiday.

5. Should Waitangi Day or Anzac Day fall on a Saturday or Sunday, and an employee is required to work (including being on call and called out) on both the public holiday and the week day to which the observance would otherwise be transferred, the employee will be paid in accordance with clause 4 for time worked on the public holiday and then at ordinary rates for the time worked on the Monday. Only one alternative holiday will be granted in respect of each public holiday.
6. An employee who is on call on a public holiday but is not called in to work, shall be granted an alternative holiday, except where the public holiday falls on a Saturday or Sunday and its observance is transferred to a Monday or Tuesday which the employee is required to work, in which case an alternative holiday shall be granted in respect to the transferred day only and taken and paid as specified in the Holidays Act 2003.
7. Those employees who work a night shift which straddles a public holiday shall be paid at public holiday rates for those hours which occur on the public holiday and the applicable rates for the remainder of the shift. One alternative holiday shall apply in respect of each public holiday or part thereof worked.
8. Off duty day upon which the employee does not work:

(a) **Fulltime employees –**

Where a public holiday, and the weekday to which the observance of a public holiday is transferred where applicable, are both rostered days off for an employee, they will be granted one alternative holiday in respect of the public holiday.

(b) **Part-time employees –**

Where a part-time employee's days of work are fixed, the employee shall only be entitled to public holiday provisions if the day would otherwise be a working day for that employee.

Where a part-time employee's days are not fixed, the employee shall be entitled to public holiday provisions if they worked on the day of the week that the public holiday falls more than 40 % of the time over the last three months. Payment will be relevant daily pay.

9. Public holidays falling during leave:

(a) **Leave on pay**

When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not debited against such leave.

(b) **Leave without pay**

An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick or military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed. Payment shall be in accordance with the Holidays Act

(c) **Leave on reduced pay**

An employee, during a period on reduced pay, shall be paid at the relevant daily pay for public holidays falling during the period of such leave.



**(d) Public Holidays Falling During Leave or Time Off**

(i) Leave on Pay

When a public holiday falls during a period of annual leave, sick leave on pay or special leave on pay, an employee is entitled to that holiday which is not to be debited against such leave.

(ii) Leave Without Pay

An employee shall not be entitled to payment for a public holiday falling during a period of leave without pay (including sick leave and military leave without pay) unless the employee has worked during the fortnight ending on the day on which the holiday is observed.

(iii) Leave on Reduced Pay

An employee shall, during a period on reduced pay, be paid at the same reduced rate for public holidays falling during the period of such leave.

(iv) Off Duty Day

Except where the provision of (b)(i) above apply, if a public holiday, other than Waitangi Day and ANZAC Day falls on a rostered employee's off duty day (such off duty day not being a Saturday or a Sunday) the employee shall be granted an additional day's leave at a later date convenient to the Employer.

**(e) Employees Required to Work on Public Holidays**

(i) Employees required to work on public holidays as part of their normal rostered duties shall be granted an alternate holiday at another time, plus the appropriate provisions of clause 3.11, for those hours worked, in addition to ordinary base salary. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

(ii) A rostered employee required to work on a public holiday which would otherwise have been the employee's normal day off (i.e. required to work a sixth shift) shall be paid at the overtime rate of twice the normal hourly rate of pay (T2) for the hours worked AND IN ADDITION is to be granted an alternative holiday on pay at a later date. Such alternative holiday shall be taken and paid as specified in the Holidays Act 2003.

(iii) An employee who is not entitled to payment for overtime shall be granted a day off at a later date convenient to the employer (refer also to (b) (iii) above).

(iv) Equivalent time off in lieu of public holidays is to be treated the same as annual leave in respect of the rules regarding accumulation (refer to clause 4.2.1(b)(v)).

**(f) Employees on call on Public Holidays**

(i) In addition to the allowance in clause 3.10, an employee required to be on call on the following public holidays shall receive a day in lieu whether they are required to be called out or not:

New Year's Day  
The day after New Year's Day

Waitangi Day  
Good Friday  
Easter Monday  
ANZAC Day  
Sovereign's Birthday  
Labour Day  
Christmas Day  
Boxing Day  
Anniversary Day (as observed in the locality concerned)

#### 4.4 SICK LEAVE

##### 4.4.1 For all employees the following provisions shall apply for sick leave:

(a) Schedule of Entitlement

- (i) On appointment to a DHB a full time employee shall be entitled to ten (10) working days paid sick leave for the first 12 months of employment. For each subsequent 12 months he/she shall be entitled to a further ten working days. The entitlement shall be pro rated for part time employees except that a part time employee shall receive no fewer than 5 working days paid sick leave for the first 12 months of employment and a minimum of a further 5 working days for each subsequent 12 month period. In accordance with the Holidays Act the first five days sick leave in each year shall be paid at relevant daily pay.
- (ii) Where an employee's sick leave entitlement is exhausted for any 12 month period, the Employer shall approve the anticipation of up to five (5) days paid sick leave from the employee's next ensuing 12 month period entitlement. Where the employee has anticipated sick leave, the necessary adjustment will be made to the employee's final pay should the employee's employment be terminated before the next sick leave entitlement falls due.
- (iii) Sick leave not used in the year in which it is granted may be accumulated for use in subsequent years up to a maximum of 260 days.

(b) Conditions

- (i) Sick leave is on ordinary pay T1 rates only.
- (ii) Sick leave with payment at T1 rate only for each period allowed shall be reckoned in working days. Whole holidays (or substituted succeeding days) falling during a period of sick leave shall not be included in the aggregation of working days sick leave except where employees are granted an additional leave entitlement in lieu of work performed on whole holidays. Whole holidays or substituted succeeding days are not deducted from sick leave entitlement.
- (iii) For the purpose of this clause the service of an employee shall be deemed to comprise all periods of employment with the Employer and its predecessors.

##### 4.4.2 Discretionary Powers of the Employer to Grant Leave in Excess of the Above Prescribed Limits

- (a) Where a whole-time employee is incapacitated by sickness or injury arising out of and in the course of employment, the Employer may continue to pay full salary during incapacity for those on the PTR for a period of up to 26 weeks. Any extensions beyond 26 weeks require the approval of the Employer. The period for which salary

is paid in accordance with the provisions of this sub-clause shall not be regarded as sick leave with pay for the purposes of the foregoing provisions of this clause.

- (b) Where an employee is suffering from a minor illness, which could have a detrimental effect on patients in an Employer's care, the Employer may, at its discretion either:
  - (i) Place the employee on suitable alternative duties; or
  - (ii) Direct the employee to take leave on full pay for not more than eight days in any one year, in addition to the normal entitlement to sick leave.
- (c) In special cases, the Employer may allow an employee to anticipate sick leave becoming due on completion of a further period of service.

#### **4.4.3 Sickness at Home**

- (a) The Employer may grant an employee leave on pay as a charge against sick leave entitlement when the employee must stay at home to attend to a member of the household who through illness becomes dependent on the employee. This person would in most cases be the employee's child or partner but may be another member of the employee's family or household.
- (b) The production of a medical certificate or other evidence of illness may be required.

#### **4.4.4 Sick Leave in Relation to Annual and Long Service Leave**

- (a) When sickness occurs during annual or long service leave the Employer shall permit the period of sickness to be debited against sick leave entitlement, except where the sickness occurs during leave following relinquishment of office, provided:
  - (i) The period of sickness is more than three days;
  - (ii) A medical certificate is produced, showing the nature and duration of the illness.
- (b) In cases where the period of sickness extended beyond the approved period of annual or long service leave, approval shall also be given to debiting the portion which occurred within the annual or long service leave period against sick leave entitlement if the total continuous period of sickness exceeds three days.
- (c) Annual or long service leave may not be split to allow periods of illness of three days or less to be taken as sick leave.

#### **4.4.5 Computation of Part-Day Absences**

If an employee is absent on sick leave for less than a whole day, sick leave is to be debited as follows:

- (a) Absent for whole morning - ½ day's sick leave
- (b) Absent for whole afternoon - ½ day's sick leave
- (c) Absent for less than two hours during the day - no deduction
- (d) Absent for two hours and up to six hours during the day - ½ day's sick leave
- (e) Absent over six hours during the day - one day's sick leave.

#### **4.4.6 Sick Leave for Part-Time Employees**

- (a) Part-time employees are entitled to the full sick leave entitlement (in days).
- (b) When they are absent due to sickness they are to be paid for the hours they would have worked.

- (c) Their sick leave balance should be reduced by deducting the first working day lost, the last working day lost and all days in between.

#### **4.4.7 Casual Employees not entitled to Sick Leave**

Casual employees have no entitlement to sick leave.

#### **4.4.8 Leave Without Pay in relation to Sick Leave**

An employee who is granted leave without pay and who remains in the service of the organisation will have such leave included in determining sick leave entitlement.

### **4.5 PARENTAL LEAVE AND REAPPOINTMENT AFTER CHILDCARE**

#### **4.5.1 Statement of Intent**

The parties acknowledge the following provisions are to protect the rights of employees during pregnancy and on their return to employment following parental leave as job protection.

The provisions of the Parental Leave and Protection Act 1987 and its amendments including the Parental Leave and Protection (Paid Parental Leave) Amendment Act 2002 will apply.

Further information in relation to Parental Leave and Paid Parental Leave is available from the Company Policy, your Manager and from the Labour Department.

Parental leave is leave without pay and is not to be granted as sick leave on pay (see clause below Re-appointment After Childcare).

#### **4.5.2 Entitlement and Eligibility**

Provided that the employee assumes or intends to assume the care of the child born to or adopted by them or their partner, the entitlement to parental leave is:

- (a) In respect of every child born to them or to their partner.
- (b) In respect of every child up to and including five years of age, adopted by them or their partner.
- (c) Where two or more children are born or adopted at the same time, for the purposes of these provisions the employee's entitlement shall be the same as if only one child had been born or adopted.
- (d)
  - (i) Parental leave of up to 12 months is to be granted to employees with at least one year's service at the time of commencing leave.
  - (ii) Parental leave of up to six months is to be granted to employees with less than one year's service at the time of commencing leave.

Provided that the length of service for the purpose of this clause means the aggregate period of service, whether continuous or intermittent, in the employment of the Employer.

- (iii) The maximum period of parental leave may be taken by either the employee exclusively or it may be shared between the employee and their partner either concurrently or consecutively. This applies whether or not only one or both partners are employed by the Employer.

- (e) In cases of adoption of children of less than five years of age, parental leave shall be granted in terms of (c) and (d) above, immediately following advice the employee shall provide the Employer with adequate notice of the attention to adopt and the likely timeframe.
- (f) Employees intending to take parental leave are required to give at least one month's notice in writing and the application is to be accompanied by a certificate signed by a registered medical practitioner certifying the expected date of delivery. The provision may be waived in the case of adoption.
- (g) An employee absent on parental leave is required to give at least one month's notice to the Employer of their intention to return to duty. When returning to work the employee must report to duty not later than the expiry date of such leave.

**Note** It is important that employees are advised when they commence parental leave that, if they fail to notify the Employer of their intention to return to work or resign, they shall be considered to have abandoned their employment.

(h) Job Protection:

- (i) Subject to (i) below, an employee returning from parental leave is entitled to resume work in the same position or a similar position to the one they occupied at the time of commencing parental leave. A similar position means a position:
    - At the equivalent salary, grading;
    - At the same weekly hours of duty;
    - In the same location or other location within reasonable commuting distance; and
    - involving responsibilities broadly comparable to those exercised in the previous position.
  - (ii) Where applicable, employees shall continue to be awarded increments when their incremental date falls during absence on parental leave.
- (i) (i) The Employer must, as a first preference, hold the employee's position open or fill it temporarily until the employee's return from parental leave. In the event that the employee's position is a 'key position' (as defined in Section 41(2) of the Parental Leave and Employment Protection Act 1987), the Employer may fill the position on a permanent basis.
- (ii) Where the Employer is not able to hold a position open, or to fill it temporarily until an employee returns from parental leave, or fills it permanently on the basis of it being a key position, and, at the time the employee returns to work, a similar position (as defined in (h)(i) above) is not available, the Employer may approve one of the following options:
- (l) an extension of parental leave for up to a further 12 months until the employee's previous position or a similar position becomes available; or
  - (2) an offer to the employee of a similar position in another location (if one is available) with normal transfer expenses applying; if the offer is refused, the employee continues on extended parental leave as in (i)(ii)(l) above for up to 12 months; or

- (3) the appointment of the employee to a different position in the same location, but if this is not acceptable to the employee the employee shall continue on extended parental leave in terms of (i)(ii)(l) above for up to 12 months; provided that, if a different position is accepted and within the period of extended parental leave in terms of (i)(ii)(l), the employee's previous position or a similar position becomes available, then the employee shall be entitled to be appointed to that position; or
  - (4) Where extended parental leave in terms of (i)(ii)(l) above expires, and no similar position is available for the employee, the employee shall be declared surplus under Clause 12.3 of this Agreement.
- (j) If the employee declines the offer of appointment to the same or similar position in terms of sub-clause (h) (i) above, parental leave shall cease.
  - (k) Where, for reasons pertaining to the pregnancy, an employee on medical advice and with the consent of the Employer, elects to work reduced hours at any time prior to confinement, then the guaranteed proportion of full time employment after parental leave shall be the same as that immediately prior to such enforced reduction in hours.
  - (l) Paid Parental Leave – Where an employee takes parental leave under this clause, meets the eligibility criteria in 4.5.2 (i.e. they assume or intend to assume the primary care of the child), and is in receipt of the statutory paid parental leave payment in accordance with the provisions of the Parental Leave and Employment Protection Act 1987 the employer shall pay the employee the difference between the weekly statutory payment and the equivalent weekly value of the employee's base salary (pro rata if less than full-time) for a period of up to 14 weeks.

The payment shall be made at the commencement of the parental leave and shall be calculated at the base rate (pro rata if appropriate) applicable to the employee for the six weeks immediately prior to commencement of parental leave.

The payment shall be made only in respect of the period for which the employee is on parental leave and in receipt of the statutory payment if this is less than 14 weeks.

Where 4.5.2(d) (iii) applies and both partners are employed by the DHB, the paid parental leave top up will be made to only one employee, being the employee who has primary care of the child.

Employees who commence parental leave prior to 1 April 2012, shall retain their entitlement, if any, to the previous parental leave payment in place of the above arrangements.

- (v) Parental leave absence filled by temporary appointee. If a position held open for an employee on parental leave is filled on a temporary basis, the Employer must inform the temporary appointee that their employment will terminate on the return of the employee from parental leave.
- (m) The Employer will pay all outstanding leave to an employee immediately prior to going on parental leave. An employee may request the holding back of the following annual leave:
  - For up to and including 12 months parental leave - Up to 2 weeks annual leave;
  - For over 12 months parental leave - up to 1 week annual leave.

### 4.5.3 Reappointment after Childcare

If an employee resigns to care for a dependant pre-school child, they may request preferential reappointment for a period up to four years from their resignation. This request must be made in writing to Hawke's Bay District Health Board, who will endeavour to accommodate this request.

#### 4.6 LONG SERVICE LEAVE

The following provision shall apply for long service leave:

##### 4.6.1 Eligibility

- (a) An employee shall be entitled to long service leave of one week upon completion of a five year period of current continuous service. Current continuous service shall be deemed to include prior continuous service of not less than six months continuous service with the Employer, its predecessors or another DHB. This does not include retrospective claims where the period of entitlement has been worked at another DHB and the leave has not been taken or paid out. However any service period for which a period of long service leave has already been taken or paid out shall not count towards this entitlement. No cap will be placed on the upper limit of continuous service:

Duration of continuous service	Long service leave
5 years	1 week
10 years	1 week
15 years	1 week
20 years	1 week
25 years	1 week
30 years	1 week

- (b) Continuous service may be broken by periods of up to three months but any break in service of longer than three months **shall** debar an employee from counting the service prior to that break towards the qualifying period for long service leave. This includes periods of service over three months in an overseas post, which are taken after resignation from a district health board in New Zealand.
- (c) Leave without pay in excess of three months (including sick leave without pay, but with the exception of Parental Leave) taken on any one occasion cannot be included in the qualifying period, e.g. an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 6 years of qualifying service.
- (d) Employees who resign (except under 4.6.2(b) (i) and (ii) below) will forfeit any long service leave to which they might otherwise be entitled.

##### 4.6.2. Procedures for Taking Long Service Leave

- (a) Long service leave taken after each 5 year continuous service period must be taken as a one week period or can be carried into the next 5 year continuous service period and taken as one two week period within that year. Only one week can be carried forward for five years. An employee who is recalled from leave because of an emergency is entitled to resume leave after the emergency.
- (b) Except as provided below long service leave **must** be taken within five years of qualification and before relinquishment of office or it will be forfeited. There are no exceptions to this rule.



- (i) Employees who are within two years of retirement when they qualify may, at the discretion of the Employer, be paid salary for one weeks' leave at the time of retirement.
- (ii) The Employer may pay salary for one weeks' leave to an employee who retires medically unfit after qualifying for long service leave, but before taking or forfeiting it under these rules.
- (c) Payment for long service leave is to be on the same basis of average earnings as applies with annual leave. Average earnings are to be assessed on the basis of the calculation year preceding the leave, and paid out at the commencement of the leave.
- (d) Allowances and other payments which continue during annual leave **shall** be payable during long service leave.
- (e) Where a public holiday or substituted succeeding day falls during a period of long service leave, the employee is entitled to the holiday which is not to be debited against such leave.
- (f) Reduced hours or part-time workers are to receive a pro rata reduction of pay, during long service leave.

#### **4.6.3. Deceased Employees**

In the event of the death of an employee who was eligible for long service leave but has not taken the leave, any monies due will be paid to the deceased estate.

#### **4.7 JURY SERVICE LEAVE**

For all employees the following provision shall apply for jury service leave:

- (a) Employees called on for jury service are required to serve. Where the need is urgent, the Employer may apply for postponement because of particular work needs, but this may be done only in exceptional circumstances.
- (b) An Employee called on for jury service may elect to take annual leave, leave on pay, or leave without pay. Where annual leave or leave without pay is granted or where the service is performed during an employee's off duty hours, the employee may retain the juror's fees (and expenses paid).
- (c) Where leave on pay is granted, a certificate is to be given to the employee by the Employer to the effect that the employee has been granted leave on pay and requesting the Court to complete details of juror's fees and expenses paid. The employee is to pay the fees received to the Employer but may retain expenses.
- (d) Where leave on pay is granted, it is only in respect of time spent on jury service, including reasonable travelling time. Any time during normal working hours when the employee is not required by the Court, the employee is to report back to work where this is reasonable and practicable.

#### **4.8 BEREAVEMENT/TANGIHANGA LEAVE**

For all employees the following provision shall apply for bereavement leave for death in New Zealand or overseas:

- (a) The Employer shall approve special bereavement leave on pay for an employee to discharge any obligation and/or to pay respects to a deceased person with whom the



employee has had a close association. Such obligations may exist because of blood or family ties or because of particular cultural requirements such as attendance at all or part of a Tangihanga (or its equivalent). The length of time off shall be at the discretion of the Employer, and will be exercised in accordance with the Holidays Act 2003.

- (b) If a bereavement occurs while an employee is absent on annual leave, sick leave on pay, or other special leave on pay, such leave may be interrupted and bereavement leave granted in terms of (a) above. This provision will not apply if the employee is on leave without pay.
- (c) In granting time off therefore, and for how long, the Employer must administer these provisions in a culturally sensitive manner.

## **PART 5: PROFESSIONAL DEVELOPMENT**

### **5.1 STATEMENT OF INTENT**

- (a) Hawke's Bay District Health Board encourages and supports employees in their endeavours to further education/training and development. Assistance in the form of special leave (with or without pay) and/or financial assistance may be granted to enable employees to undertake professional development.
- (b) Where employees attend approved education/training and development courses at weekends, an approach may be made by the employee to their manager at the time of application for time off in lieu. This is a discretionary decision made on a case by case basis in consultation with the manager and employee.

### **5.2 REFUND OF ANNUAL PRACTISING CERTIFICATE/PROFESSIONAL MEMBERSHIP FEES**

- (a) Where it is a statutory requirement for an employee to hold an annual practising certificate (APC) in order to practice that profession with the Employer the cost of the APC shall be refunded to the employee.
- (b) Where it is a requirement of the job for an employee to belong to the Pharmaceutical Society of New Zealand (Inc) (PSNZ) the Employer shall refund the cost of membership of that society.

### **5.3 INTERN PRACTICAL TRAINING FEES REIMBURSEMENT**

Having completed their Intern Pharmacist practical training and gained registration as a Pharmacist with the Pharmacy Council of New Zealand, the employer agrees to reimburse in two equal payments the practical training fees (as incurred through the Pharmaceutical Society of New Zealand's EVOLVE programme) if on registration as a pharmacist the pharmacist remains in the employment of HBDHB, with

- 50% reimbursement after 6 months, and
- The remaining 50% reimbursement after one year's continued service.

Reimbursement will be paid on application at the completion of each time period supported by a GST receipt / invoice.

### **5.4 PROFESSIONAL ADVISOR**

- (a) Hawke's Bay District Health Board recognises the important role played by the Professional Advisors within the organisation in providing advocacy for quality standards and service delivery, support for staff to increase skills and competencies and to liaise with appropriate organisation to ensure access for staff to professional development.
- (b) Hawke's Bay District Health Board will ensure Professional Advisors are recognised for their contributions by appropriate remuneration and access to required professional development, opportunities as appropriate.

## **PART 6: UNIFORMS AND PROTECTIVE CLOTHING**

### **6.1 UNIFORMS**

- (a) Where the Employer requires the employee to wear a particular uniform or particular items of clothing e.g. a particular type of shoe they will be provided free of charge by the Employer.
- (b) When the Employer cannot provide the specified uniform, the Employer upon receipt, will reimburse the actual cost of replacement of the authorised items when necessary.
- (c) These items remain the property of the Employer and will be laundered or dry-cleaned by the Employer as required.

### **6.2 PROTECTED CLOTHING/DAMAGED CLOTHING**

- (a) Protective clothing and safety equipment will be provided to employees where the nature of work requires it and to enable them to perform their duties in a safe and appropriate manner.
- (b) If employees are required to wear a particular uniform, it will be provided and replaced on a fair wear and tear basis as per the relevant policy.
- (c) Employees will be compensated for damage to personal property worn on duty, or reimbursed dry cleaning costs for excessive soiling, as long as the damage or soiling was not because of their negligence or failure to wear protective clothing or uniform provided. Each case shall be determined on its own merit by the manager.

## **PART 7: ALLOWANCES**

### **7.1 HIGHER DUTIES ALLOWANCE**

- (a) Subject to the conditions prescribed in sub-clause (c) below, a higher duties allowance shall be paid to an employee who, in the Employer's opinion is substantially performing the duties and carrying the responsibilities of a position of a class or grade higher than the employee's own.
- (b) An employee will receive a Higher Duties Allowance if the manager agrees that they are substantially performing the duties and carrying the responsibilities of a position higher than their own. The amount may be an extra step on the salary scale, or an amount that takes them up to the minimum rate of the position they are relieving for. Any increase shall not exceed a maximum of three salary steps.

To qualify, the employee must perform these duties for a minimum of ten consecutive working days. This may be a continuous period or any combination of periods of five continuous working days.

Leave taken during the qualifying period does not count towards the ten days.

- (c) An employee performing the duties of another employee absent on annual leave qualifies for higher duties allowance only where the annual leave forms a part, or the whole, of a single spell of absence of ten continuous working days or more.

## PART 8: ENDING EMPLOYMENT

### 8.1 STATEMENT OF INTENT

Hawke's Bay District Health Board has the intention of supporting employees through the process of ending employment with the organisation.

### 8.2 NOTICE PERIOD

- (a) Not less than 14 days notice shall be given by either the employee or Hawke's Bay District Health Board to terminate employment.
- (b) Where the required notice is not given, the party terminating the service shall pay or forfeit a sum equivalent to the wages for the unexpired period of notice.
- (c) Where an employee is absent from work for more than five working days without notification to Hawke's Bay District Health Board, the employee shall be observed to have terminated their employment without notice. Hawke's Bay District Health Board shall endeavour to contact the employee during this period. Where the employee has made reasonable efforts to contact Hawke's Bay District Health Board, the employee will not be deemed to have terminated their employment without notice.

### 8.3 REDUNDANCY

When Hawke's Bay District Health Board or part thereof is restructured or reorganised as per Part 12 and redundancies result, payment will be made as follows:

Duration of employment	Percentage of basic salary (T1 rate only) for preceding 12 months
For first year of employment	12
For second and subsequent years of service (to max. of 19)	4
Where total aggregate service less than 20 years, for each month in addition to complete years service	0.333
Month in lieu of notice (if applicable)	8.33

**Note** The total amount paid under this provision shall not exceed the basic salary (T1 rate only) an employee would have received between their cessation and the date of their retirement.

Nothing in this agreement shall require the employer to pay compensation for redundancy where as a result of restructuring, and following consultation, the employee's position is disestablished and the employee declines an offer of employment that is on terms that are:

- the same as, or no less favourable, than the employee's conditions of employment; and
- in the same capacity as that in which the employee was employed by the employer, or
- in any capacity in which the employee is willing to accept

Service for the purpose of this agreement shall comprise of all periods of service in Hawke's Bay District Health Board and its predecessors, and service with one or more of the organisations below. But excludes any service with any of the organisations below or with any Board or Hospital and Health Service, which has been taken into account for the

purposes of calculating any entitlement to a redundancy/severance/early retirement or similar payment from any of the organisations below or from any Boards or Hospital and Health Service.

- Public Service
- NZ Post Office
- NZ Rail
- Any University in New Zealand
- Any Health Centre in any NZ Polytechnic or College of Education.

'Service' for the purposes of this sub-clause means total aggregated service with the Employer and its predecessors.

**Note** Outstanding annual leave and long service leave may be separately cashed up.

#### 8.4 TECHNICAL REDUNDANCY

Where an employee's employment is being terminated by the Employer by reason of the sale or transfer of the whole or part of the Employer's business, nothing in this Agreement shall require the Employer to pay compensation for redundancy to the employee if:

- (a) The person acquiring the business or the part being sold or transferred:
  - (i) Has offered the employee employment in the business or the part being sold or transferred; and
  - (ii) Has agreed to treat service with the Employer as it were service with that person and as if it were continuous; and
  
- (b) The conditions of employment offered to the employee by the person acquiring the business or the part of the business being sold or transferred are the same as, or are no less favourable than, the employee's conditions of employment, including:
  - (i) Any service related conditions; and
  - (ii) Any conditions relating to redundancy; and
  - (iii) Any conditions relating to superannuationunder the employment being terminated; and
  
- (c) The offer of employment by the person acquiring the business or the part of the business being sold or transferred is an offer to employ the employee in that business or part of the business either:
  - (i) In the same capacity as that in which the employee was employed by the Employer; or
  - (ii) In any capacity that the employee is willing to accept.

## **PART 9: MISCELLANEOUS**

### **9.1 TRANSPORT**

In respect of overtime performed outside normal working hours other than as an extension of a normal duty, the employee shall be either provided with transport or reimbursed actual transport costs incurred in travelling from the place of call or residence to the institution or from the institution to the place of call or residence or both to and from the institution.

The Employer may in special circumstances reimburse a part-time employee the actual and reasonable costs incurred for transport to and from duty, or, where the part-time employee's own motor car is used for that purpose, may pay a mileage allowance.

An employee who agrees to use his/her own vehicle when required to travel in connection with their employment shall be reimbursed in accordance with IRD rates.

### **9.2 TRAVELLING ON BUSINESS**

When an employee is authorised by the Employer to travel on Hawke's Bay District Health Board business the following shall apply:

An employee may claim:

- (a) Reimbursement of their accommodation costs on the presentation of receipts; and either an allowance of \$64.51 per day for meals and incidentals – no receipts required, or refund of actual and reasonable meal costs on production of receipts.
- (b) For absences of ten hours or less an allowance of \$24.19 for meals.
- (c) An employee who stays privately may claim the \$64.51 per day for meals and incidentals.

### **9.3 TRANSFER OF LOCATION**

Employees who are transferring at the convenience of the Employer shall be entitled to actual and reasonable expenses incurred in the transfer to the new location; on such basis as is agreed between the parties prior to transfer.

### **9.4 TRANSPORT OF INJURED EMPLOYEES**

Where the accident is work related and the injury sustained by the employee necessitates immediate removal to a hospital, or to a medical practitioner for medical attention and then to their residence or a hospital, or to their residence (medical attention away from the residence not being required), the Employer is to provide or arrange for the necessary transport, pay all reasonable expenses for meals and lodging incurred by or on behalf of the employee during the period s/he is transported, and claim reimbursement from ACC.

### **9.5 INDEMNITY**

The Employer agrees to indemnify employees for actions brought against them in respect of any act or omission where the employees acted in good faith and did not act improperly in the course of their employment.

Where an employee, while acting in the course and within the scope of their employment by Hawke's Bay District Health Board, requires legal representation this will be provided and paid for by Hawke's Bay District Health Board.

Indemnity or legal representation shall not apply to employees acting outside the course and scope of their employment.

#### **9.6 EMPLOYEE ACCESS TO PERSONAL INFORMATION**

Attention is drawn to the Privacy Act 1993. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

#### **9.7 OVERPAYMENT RECOVERY PROCEDURES**

Attention is drawn to the Wages Protection Act 1983. The provisions of this Act, or any amendment or Act passed in substitution for this Act, shall apply.

#### **9.8 WORKING TOGETHER**

The parties to this collective agreement accept that change in the health service is necessary in order to ensure the efficient and effective delivery of health services that meet the needs of patients and the DHB. They recognise a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.

To enable this to occur it is agreed that regular, ongoing consultation between the employer, its employees and the Union to discuss matters of mutual concern and interest.

The parties therefore commit themselves to the establishment of working group(s) to address issues related to the delivery of pharmacy services.



## **PART 10: UNION RECOGNITION**

### **10.1 STATEMENT OF INTENT**

The parties to this Agreement accept that change in the Health Service is necessary in order to ensure the efficient and effective delivery of health services.

- (a) The parties recognise that they have a mutual interest in ensuring that health services are provided efficiently and effectively, and that each has a contribution to make in this regard.
- (b) The involvement of employees should contribute to:
  - (i) Improved decision-making.
  - (ii) Greater co-operation between the parties to this Agreement.
  - (iii) More harmonious, effective, efficient, safe and productive workplace.

### **10.2 DELEGATE IDENTIFICATION AND FUNCTION**

'Delegate' means an employee who is nominated by union members to act as a representative between the members and the Union within a particular workplace. Proxy delegates may be appointed from time to time as appropriate.

Names of delegates will be formally advised by letter to management after each election or change in representation. Management will ensure that names of delegates are given to appropriate staff. Delegates will be part of the Pharmacy Service's induction process for new employees. The delegates will make themselves known to new employees, who will be given the opportunity to discuss the benefits of union membership should they so wish.

It is recognised that some time off will be required to carry out activities provided for. Accordingly, paid time off shall be allowed for recognised union delegates to attend meetings with management, consult with union members, and other recognised union delegates and officials, to consult and discuss those issues addressed in this clause, specifically effectiveness studies, management of change, staff surplus, and options for resolving staff surplus.

The Employer accepts that union Advocate is the recognised channel of communication between the union and the Employer in the workplace.

### **10.3 DEDUCTION OF UNION FEES**

The Employer shall deduct union fees from the wages/salaries of members of the APEX Union, when authorised in writing by members. The Employer will provide the union, on a quarterly basis, lists of members specifying also occupations and workplaces. The Employer also agrees to provide number of Employees covered by this document.

### **10.4 RIGHT OF ENTRY**

Any official of the Union party to this agreement shall be entitled to enter the workplace at any reasonable time for purposes related to the employment of members and/or the Union's business. He/she shall have regard to normal business operations in the workplace; comply with the HBDHB procedures in regard to safety, health, hygiene and security.

### **10.5 WORKPLACE MEETINGS**

At the request of the Union, union members will be permitted to attend, on pay at ordinary rates, two Union meetings of two hours duration each annually. The Union will give Hawke's Bay District Health Board at least 14 days notice of the date and time of these meetings and

will make such arrangements as are necessary to ensure services are maintained during these times. Employees will be required to resume work as soon as possible after the meeting.

Only Union members who actually attend a Union meeting shall be entitled to pay in respect of that meeting, and to that end the Union shall supply Hawke's Bay District Health Board with a list of members who attended and shall advise Hawke's Bay District Health Board of the time the meeting finished.

#### **10.6 UNION REPRESENTATIVE'S LEAVE**

Hawke's Bay District Health Board will grant up to 20 days paid education leave each leave year to Union members covered by this Agreement. The Union will provide 14 days notice to Hawke's Bay District Health Board.

#### **10.7 PASS ON CLAUSE**

Where this agreement is automatically passed on, a four month delay shall be applied to the effective date of the first 3% increase to base rates, being 5 November 2018. This clause shall not preclude individual negotiation of terms and conditions.

## **PART 11: EMPLOYMENT RELATIONSHIP PROBLEMS**

### **11.1 STATEMENT OF INTENT**

It is in the nature of workplace relationships that problems will arise from time to time. The processes set out in this clause are based on the provisions of the Employment Relations Act 2000 and are designed to ensure that problems are addressed in a timely manner through a fair and transparent process. The parties wish to ensure that workplace relations do not become litigious and wherever possible reach a practical and mutually acceptable outcome. Hawke's Bay District Health Board also accepts that employees have a right to support and representation throughout. Hawke's Bay District Health Board will ensure that the processes used respect the culture of the employee. The clause below sets out how employment relationship problems are to be resolved.

### **11.2 DEFINITIONS**

An 'employment relationship' problem includes:

- (a) A personal grievance;
- (b) A dispute;
- (c) Any other problem relating to or arising out of the employment relationship;

but does not include any problem with negotiating new terms and conditions of employment.

A 'personal grievance' means a claim that an employee:

- (a) Has been unjustifiably dismissed;
- (b) Has had his/her employment, or his/her conditions of employment affected to his/her disadvantage by some unjustifiable action by the Employer;
- (c) Has been discriminated against in his/her employment;
- (d) Has been sexually harassed in his/her employment;
- (e) Has been subject to duress in relationship to union membership.

**Note** The terms used in this clause have precise legal meanings, which are set out in detail in the Employment Relations Act. Employees who believe they have a personal grievance should seek the advice of the relevant union by approaching their delegate or organiser first.

A 'dispute' is a disagreement over the interpretation or application of an employment agreement.

### **11.3 RAISING EMPLOYMENT RELATIONSHIP PROBLEMS**

An employment relationship problem should be raised and discussed with employee's supervisor or manager as soon as possible.

The employee is entitled to seek advice and assistance from his/her union representative/delegate in raising and discussing the problem.

The employee, Employer and relevant Union will endeavour in good faith to resolve the problem without the need for further intervention.

If the employee and/or representative wish to raise the employment relationship problem with the Employer in writing or the matter is not resolved when the employee raises the problem with the Employer, the employee should submit to the Employer written notice of the personal grievance, dispute or problem covering the following points:

- (a) Details of his/her grievance, dispute or problem; and
- (b) Why he/she feels aggrieved;
- (c) What solution he/she seeks to resolve the grievance, dispute or problem.

#### **11.4 TIME LIMIT ON RAISING A PERSONAL GRIEVANCE**

An employee who believes he/she has personal grievance must make the Employer aware of the grievance within 90 days of the grievance arising (or of the employee becoming aware that he/she has a grievance).

#### **11.5 MEDIATION**

If the problem is not resolved by discussion, any party may (without undue delay) seek the assistance of the mediation services provided by the Department of Labour. All parties must co-operate in good faith with the Mediator in a further effort to resolve the problem.

Mediation is confidential and, if it does not resolve the problem, is without prejudice to the parties positions.

Any settlement of the problem signed by the Mediator will be final and binding.

#### **11.6 EMPLOYMENT RELATIONS AUTHORITY**

If the problem is not resolved by mediation, it may be referred to the Employment Relations Authority for investigation and determination.

**Note** The powers of the Employment Relations Authority, and the remedies it may award, are set out in details in the Employment Relations Act 2000. Union parties to this agreement can advise and assist further on these procedures.

## **PART 12: CONSULTATION, COOPERATION AND CHANGE**

### **12.1 STATEMENT OF INTENT**

It is recognised that ongoing changes are necessary to ensure the continuing quality of health services.

Hawke's Bay District Health Board will consult when introducing change in order to seek solutions that consider the interests of the various groups involved. Information will be shared freely within the organisation and will be communicated in time for affected employees to be involved in the consultative process.

All participants in the process have an equally valuable contribution to make to the process of managing change. A partnership in this process is highly desired.

### **12.2 MANAGEMENT OF CHANGE**

Regular consultation between the Employer and the Union is desirable on matters of mutual concern and interest.

The aim of mechanisms established for this purpose will be to reach agreement and to make recommendations to the Employer, who will endeavour to take the views of those groups into account as far as possible before making final decisions.

In accordance with the principles contained in 12.1 above, the Employer agrees that the Union will be advised of any review (prior to commencement) which may result in significant changes to either the structure, staffing or work practices affecting employees, and will provide the Union with an opportunity to be involved in the review. When the implementation of decisions arising from any such reviews will result in staff surpluses the procedures below shall be adopted.

### **12.3 STAFF SURPLUS**

When as a result of the restructuring of the whole, or any parts, of the Employer's operations, either due to the reorganisation, review of work method, change in plant (or like cause), and at the conclusion of the processes described in sub-clause 12.2.3, the Employer requires a reduction in the number of employees, or employees can no longer be employed in their current position, at their current grade or work location (i.e. the terms of appointment to their present position), then the options in Clause 12.5 below shall be invoked and negotiated on a case by case basis between the Union and the Employer.

### **12.4 NOTIFICATION**

- (a) The Employer will advise the Union at least one month prior to the date that notice is required to be given to the employee whose position is required to be discharged. This date may be varied by agreement between the parties.

During this period, the Union and the Employer will meet to reach agreement on the options appropriate to the circumstances. Where employees are to be relocated, at least three months' notice shall be given to employees, provided that in any situation, a lesser period of notice may be mutually agreed between the Union and the Employer where the circumstances warrant it (and agreement shall not be unreasonably withheld).

- (b) The following information shall be made available to the Union:
- (i) The location/s of proposed surplus;

- (ii) The total number of proposed surplus employees;
- (iii) The date by which the surplus needs to be discharged;
- (iv) The positions, grading, names and ages of the affected employees;
- (v) Availability of alternative positions in the organisation.

On request, the Union will be supplied with relevant additional information where available.

- (c) On a case by case basis, enhanced early retirement may be an option for eligible staff as per the provisions set out in 8.3.1.

## 12.5 OPTIONS

The following are the options to be applied in staff surplus situations:

- (a) Reconfirmed in position;
- (b) Attrition;
- (c) Redeployment;
- (d) Leave without pay;
- (e) Enhanced early retirement;
- (f) Retraining;
- (g) Severance.

Option (a) will preclude employees from access to the other options. The aim will be to minimise the use of severance. When severance is included, the provisions in Clause 8.3.1 will be applied as a package.

## 12.6 RECONFIRMATION IN POSITION

Where a position is to be transferred into a new structure in the same location and grade, where there is one clear candidate for the position, the employee is to be confirmed in it. Where there is more than one clear candidate the position will be advertised with appointment made as per normal appointment procedures.

## 12.7 ATTRITION

Attrition means that as people leave their jobs because they retire, resign, transfer, die or are promoted then they may not be replaced. In addition or alternatively, there may be a partial or complete freeze on recruiting new employees or on promotions.

## 12.8 REDEPLOYMENT

Employees may be redeployed to a new job at the same or lower salary in the same or new location.

- (a) Where the new job is at a lower salary, an equalisation allowance will be paid to preserve the salary of the employee at the rate paid in the old job at the time of redeployment.

The salary can be preserved in the following ways:

- (i) A lump sum to make up for the loss of basic pay for the next two years (this is not abated by any subsequent salary increases); or
- (ii) An ongoing allowance for two years equivalent to the difference between the present salary and the new salary (this is abated by any subsequent salary increases).

- (b) Transfer provisions in clause 9.3 shall apply.
- (c) Where the new job is within the same local area and extra travelling costs are involved, actual additional travelling expenses by public transport shall be reimbursed for up to 12 months.
- (d) The redeployment may involve employees undertaking some on-the-job training.

#### **12.9 LEAVE WITHOUT PAY**

Special leave without pay may be granted within a defined period without automatic right of re-engagement. This provision does not include parental or sick leave.

#### **12.10 RETRAINING**

- (a) Where a skill shortage is identified, the Employer may offer a surplus employee retraining to meet that skill shortage with financial assistance up to the maintenance of full salary plus appropriate training expenses.

It may not be practical to offer retraining to some employees identified as surplus. The Employer needs to make decisions on the basis of cost, the availability of appropriate training schemes, and the suitability of individuals for retraining.

- (b) If an employee is redeployed to a position which is similar to his or her previous one, any retraining may be minimal, taking the form of 'on-the-job' training such as induction or in-service education.

Where an employee is deployed to a new occupation or a dissimilar position the Employer should consider such forms of retraining as in-service education, block courses or night courses at a technical institute, nursing bridging programmes, etc.

#### **12.11 SEVERANCE**

After all other options have been explored through with the employee.

See Clause 8.3 - Redundancy.

#### **12.12 JOB SEARCH**

The Employer should assist surplus staff to find alternative employment by allowing them a reasonable amount of time off work to attend job interviews without loss of pay. This is subject to the Employer being notified of the time and location of the interview before the employee is released to attend it.

#### **12.13 COUNSELLING**

Counselling for affected employees and family will be made available as necessary.

**PART 13: SIGNING OF AGREEMENT**

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**DR KEVIN SNEE  
CHIEF EXECUTIVE ORGANISER  
HAWKE'S BAY DISTRICT HEALTH BOARD**

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**DR DEBORAH POWELL  
NATIONAL SECRETARY  
APEX**

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**Date**

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**Date**



## **SCHEDULE A - AN EMPLOYEE EMPLOYED 28 MARCH 1994**

For the purpose of this clause, the service of an employee shall be deemed to comprise all periods of his employment either with an area health or hospital board or with the following services and organisations:

- Public Service Departments
- Post Office
- New Zealand Railways
- Regular Force Service in New Zealand Armed Forces
- Teaching Service (except university teaching)
- Non-teaching service within education boards, secondary schools, tertiary education institutions (except in New Zealand universities)
- Broadcasting Corporation of New Zealand
- Fire Service Commission
- Legislative Department
- Parliamentary Counsel Office
- Police Force (i.e. attested constables)
- Security Intelligence Service
- Office of the Ombudsman
- New Zealand Foundation for the Blind
- Other instruments of the Crown having a close relation to Public Service conditions (as identified by the Employer);

that are continuous one with another, provided that:

- (a) A period of non employment of less than one month shall not constitute a break in continuous service.
- (b) Previous service with hospital or area health boards may be credited, when this service is continuous for at least one year and the period since previous employment with a hospital or area health board is no more than five years.
- (c) For service in the other organisations in paragraph (b) above, continuous service of two years or more may be credited, provided that it is not more than five years since the last employment in these organisations.
- (d) Previous service may also be credited with New Zealand Government Corporations and other public bodies, including New Zealand universities, outside of those in paragraph (b) above, territorial local authorities and other particular local authorities, all of whose higher salaries are subject to the jurisdiction of the Higher Salaries Commission, except for the Reserve Bank of New Zealand and Trustee Savings Banks.

Provided that, in all cases, this service is 'like for like' and of definite value in the position to which the employee is recruited in the hospital service; and

Provided further, that the employee is recruited direct and joins the hospital service within one month of ceasing his previous employment.

- (e) Service with departments of the central Government of another country (or State Government with a Federal System) may be credited on the same basis as in subparagraph (d) above, except that a reasonable amount of time for the journey out to and settlement in New Zealand is permitted.

## SCHEDULE B - PREVIOUS SERVICE FOR LONG SERVICE LEAVE

1. For the purpose of this Schedule, an employee who was employed at 28 March 1994, shall be deemed to comprise all periods of employment with the following services and organisations:

Continuous service is defined as not less than six months continuous service with the following:

- Health Service
  - Public Service
  - Post Office
  - Railways
  - Parliamentary Service Commission formerly Legislative Department
  - Parliamentary Counsel Office
  - Armed Forces
  - Police
  - Education Boards but only in respect of officers employed in terms of the Education Authorities Employment Regulations 1982
  - Any undertakings taken over by the Government as going concerns
2. Continuous service may be broken by periods of up to three months but any break in service of longer than three months shall debar an employee from counting the service prior to that break towards the qualifying period for long service leave. This includes periods of service over three months in an overseas post which are taken after resignation from a hospital or Area Health Board in New Zealand.
  3. Leave without pay in excess of three months (including sick leave without pay) taken on any one occasion cannot be included in the 20 year qualifying period, e.g. an employee who has had in aggregate a year's leave without pay will not qualify for long service leave until 21 years of qualifying service excepting that such leave shall be included in the qualifying period where it was granted for:
    - Standard New Zealand Government bursaries or similar Government-sponsored awards
    - Recognised training courses
    - Military service
    - New Zealand Government service on secondment or otherwise in the Cook Islands, Niue or Tokelau Islands

In addition, periods of service in an overseas post while on leave without pay in excess of three months, whether on secondment or not, may qualify as service for long service leave, provided the terms and conditions governing it are determined by the appropriate New Zealand Government employing agency and provided the employee concerned has remained, throughout the overseas service, in the employment of the health service or New Zealand Government Department. Where staff have served overseas outside normal career patterns in order to carry out a New Zealand Government requirement, e.g. special aid assignments, sympathetic consideration will be given to applications for standard long service leave conditions after 20 years service, including a period overseas when an employee was serving the Government by enabling it to fulfil an international obligation.